

BEFORE THE  
**Federal Communications Commission**

WASHINGTON, D.C. 20554

In Re: Applications of	)	MM Docket No. 93-156
	)	
TRINITY CHRISTIAN CENTER OF SANTA	)	File No. BRCT-911129KR
ANA, INC.. d/b/a TRINITY BROAD-	)	
CASTING NETWORK	)	
<i>For Renewal of License of</i>	)	
<i>Station WHSG(TV), Monroe, Georgia</i>	)	
	)	
and	)	
	)	
GLENDAL E BROADCASTING COMPANY	)	File No. BPCT-920228KE
<i>For Construction Permit</i>	)	
<i>Monroe, Georgia</i>	)	
TO: The Honorable Joseph Chachkin		
Administrative Law Judge		

**WRITTEN DIRECT CASE OF TRINITY CHRISTIAN CENTER OF  
SANTA ANA, INC., d/b/a TRINITY BROADCASTING NETWORK  
(TRINITY EXHIBITS 34 AND 35)**

Submitted by:

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Attorneys for Trinity Christian  
Center of Santa Ana, Inc., d/b/a  
Trinity Broadcasting Network

April 26, 1994



### TESTIMONY

1. My name is Randy Mullinax. I am the chief engineer of WFOX(FM), Gainesville, Georgia, licensed to Shamrock Broadcasting, Inc. with offices at 2000 River Edge Parkway, Atlanta, Georgia 30328. I have been employed by Shamrock as chief engineer of WFOX since December 1983. Prior to that time, I worked for the previous licensee as WFOX's chief engineer.

2. WFOX is operated from a broadcast tower located at NL 34° 07' 32" and WL 83° 51' 31". The tower is 515 meters above ground (1,690 feet AGL), and 777 meters above mean sea level (2,549 feet AMSL). There is a top mounted antenna on the tower and the total structure is 538 meters above ground (1,764 feet AGL), and 800 meters above mean sea level (2,624 feet AMSL).

3. As the chief engineer of WFOX, I have had primary responsibility in managing its antenna tower and the uses of the tower by tenants and I also assist in lease negotiations for space on the tower.

4. When the WFOX tower was constructed in 1984, it was specifically designed to accommodate a high powered television antenna. At all times since the tower was constructed, space has been available for a high power television antenna, such as a Bogner or a Dielectric antenna, at approximately 491 meters above ground level (1,611 feet AGL), and approximately 753 meters above mean sea level (2,470 feet AMSL). While there is no warranty that this space will be available at any time in the future and the leasing of this tower space is fluid, with the needs of

Federal Communications Commission

Docket No. 93-154 Election No. 31

Presented by Anthony

Disposition  
Initiated 5.17.94  
Rescinded 5.17.94  
Rejected

Reporter Ann W.

Date 6.12.94

present tenants given priority over new or prospective tenants, WFOX has been willing to negotiate in good faith with prospective tenants or users for lease of that space upon inquiry. This has been WFOX's position since shortly after the tower was constructed. WFOX has leased space to WYAY(FM), Gainesville, Georgia since 1985.

5. To my knowledge, no representative of Glendale Broadcasting Company has made any inquiries concerning space on the WFOX tower for any purpose.

I hereby declare under penalty of perjury that the foregoing testimony is true and correct to the best of my knowledge and belief. I further understand this testimony has been prepared for submission to the FCC in MM Docket No. 93-156.

  
Randy Mullinax

Date: April 20, 1994



## TESTIMONY OF HARVEY BUDD

1. My name is Harvey Budd. I was the president of Monroe Television, Inc. ("MTI"), the corporate entity which originally filed for and received a construction permit for channel 63, Monroe, Georgia. MTI's application was filed on December 16, 1986 and was granted on October 1, 1987 (BPCT-8612166L). On August 9, 1989 MTI filed an application to move to the current antenna site used by WHSG-TV, channel 63, Monroe, Georgia (BMPCT-890809KE). This application was granted by the FCC on November 29, 1989 (copy of CP attached as Appendix A).

2. MTI's August 9, 1989 site change application (BMPCT-890809KE) was filed in accordance with an Agreement entered into as of August 10, 1989 with Troy State University, the permittee of WTSU-TV, Channel 63, Montgomery, Alabama (copy attached as Appendix B). Under the terms of this Agreement MTI was able to move to the current site used by WHSG-TV, licensed to the Trinity Christian Center of Santa Ana, Inc. ("Trinity"), at NL 33° 44' 22", WL 84° 00' 14". To accommodate this move, and to maintain compliance with the channel spacing requirements of the Federal communications Commission (Rule 73.610), Troy State University was required to move to a new antenna site location which was at least 280.8 kilometers from the WHSG-TV site. Accordingly, Troy State University filed a modification application on September 1, 1989 proposing to move the antenna site for WTSU-TV, Channel 63, Montgomery, Alabama to NL 32° 17' 24", WL 86° 36' 40". That application (BMPET-890901KE) was granted by the FCC on November 15, 1989 (copy of CP attached as Appendix

Federal Communications Commission

Docket No. 93-158 Exhibit No. 35

Presented by J.W.T.

5-18-94 Identified 5-17-94

Withdrawn ☒ 5-17-94

Disputed ☐ 5-17-94

Rejected         

Reporter AMW

Date 5-17-94



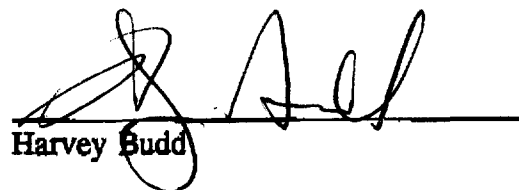
C). As consideration for this move by Troy State University, which was necessary for MTT's move to the coordinates noted above, MTI paid Troy State University \$225,000.

3. The distance between the antenna sites specified in the September 1, 1989 Troy State University application, and the August 9, 1989 application of MTI was 292 kilometers (181.4 miles), which exceeded by 11.2 kilometers (7 miles), the required minimum separation under section 73.610(b) of the FCC's rules. For this reason, no waiver of the spacing rules was needed to process and grant MTI's application for the current site used by WHSG-TV.

4. When MTI assigned the unbuilt construction permit for WHSG-TV to Trinity, it was reimbursed \$690,000 by Trinity for MTI's costs associated with the authorization (Assignment Application BAPCT-881007KN, granted November 21, 1989). That reimbursement encompassed the \$225,000 that MTI paid Troy State University to maintain compliance with the FCC's channel spacing rules.

5. I hereby declare under penalty of perjury that the foregoing testimony is true and correct to the best of my knowledge and belief. I further understand that this testimony has been prepared for submission to the FCC in MM Docket NO. 93-156, *Trinity Christian Center of Santa Ana, Inc., et al.*

Date: April 20, 1994



Harvey Budd

A

United States of America

## FEDERAL COMMUNICATIONS COMMISSION



## TELEVISION BROADCAST STATION CONSTRUCTION PERMIT

Official Mailing Address:

MONROE TELEVISION, INC.  
900 N.W. EIGHTH AVE.  
GAINESVILLE, FL 32601

Authorizing Official:

151  
Clay C. Pendarvis  
Chief, Television Branch  
Video Services Division  
Mass Media Bureau

Grant Date: 11-29-89

Call sign: WBSG

This permit expires 3:00 am.  
local time 06 months after  
grant date specified above

Permit File No.: EMPCT-890809KE

This permit modifies Permit No.: 8612166L

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

This permit shall be automatically forfeited if the station is not ready for operation within the time specified (date of expiration) or within such further time as the Commission may allow, unless completion of the station is prevented by causes not under the control of the permittee. See Sections 73.3598, 73.3599 and 73.3534 of the Commission's Rules.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of permittee:

MONROE TELEVISION, INC.

Station Location:

GA-MONROE

Frequency (MHz): 764.0 - 770.0

Carrier Frequency (MHz): 765.25 Visual 769.75 Aural

Call sign: WWSG

Permit No.: BMPCT-290809KE

Channel: 63

Hours of Operation: Unlimited

Transmitter location (address or description):

9.9 KM NORTHEAST OF LITHONIA, GA.

Transmitter: Type accepted. See Sections 73.1660, 73.1665 and 73.1670  
of the Commission's Rules.

Antenna type: (directional or non-directional): Non-directional

Desc: DIELECTRIC TFU-25 G

Beam Tilt: .50 degrees electrical

Major lobe directions (degrees true): Not Applicable

Antenna coordinates: North Latitude: 33 44 22.0  
West Longitude: 84 00 14.0

Transmitter output power: As required to achieve authorized ERP.

Maximum effective radiated power (kW): 5000 Visual

Height of radiation center above ground . . . . : 343.0 Meters

Height of radiation center above mean sea level : 617.0 Meters

Height of radiation center above average terrain: 363.0 Meters

Overall height of antenna structure above ground (including obstruction  
lighting, if any) . . . . . : 350.0 meters

**Obstruction marking and lighting specifications for antenna structure:**

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

**Paragraph A, FCC Form 715-A (Nov. 1983):**

There shall be installed at the top of the antenna structure a white capacitor discharge omnidirectional light which conforms to FAA/DOD Specification L-855, High Intensity Obstruction Lighting Systems. This light shall be mounted on the highest point of the structure. If the antenna or other appurtenance at its highest point is incapable of supporting the omnidirectional light, one or more such lights shall be installed on a suitable adjacent support with the lights mounted not more than 20 feet below the tip of the appurtenance. The lights shall be positioned so as to permit unobstructed viewing of at least one light from aircraft at any normal angle of approach. The light unit(s) shall emit a beam with a peak intensity around its periphery of approximately 20,000 candelas during daytime and twilight, and approximately 4,000 candelas at night.

**Paragraph B, FCC Form 715-A (Nov. 1983):**

There shall be installed at the top of the skeletal or other main support structure three or more high intensity light units which conform to FAA/DOD Specification L-855 High Intensity Obstruction Lighting Systems. The complement of units shall emit a white high intensity light and produce an effective intensity of not less than 200,000 candelas (daytime) uniformly about the antenna structure in the horizontal plane. The effective intensity shall be reduced to approximately 20,000 candelas at twilight, and to approximately 4,000 candelas at night. The light units shall be mounted in a manner to ensure unobstructed viewing from aircraft at any normal angle of approach, so that the effective intensity of the full beam is not impaired by any structural member of the skeletal framework. The units will normally be adjusted so that the center of the beam is in the horizontal plane.

## Paragraph E, FCC Form 715-A (Nov. 1983):

At the approximate one-fourth, one-half and three-fourths levels of the skeletal tower there shall be installed three or more high intensity light units which conform to FAA/DOD Specification L-856, High Intensity Obstruction Lighting Systems. The complement of units shall emit a white high intensity light and produce an effective intensity of not less than 200,00 candelas (daytime) uniformly about the antenna structure in the horizontal plane. The effective intensity shall be reduced to approximately 20,000 candelas at twilight, and to approximately 4,000 candelas at night. The light units shall be mounted in a manner to ensure unobstructed viewing from aircraft at any normal angle of approach, so that the effective intensity of the full beam is not impaired by any structural member of the skeletal framework. The normal angular adjustment of the beam centers above the horizontal shall be three degrees at the one-fourth level, two degrees at the one-half level and one degree at the three-fourths level.

## Paragraph H, FCC Form 715-A (Nov. 1983):

All lights shall be synchronized to flash simultaneously at 40 pulses per minute. The light system shall be equipped with a light sensitive control device which shall face the north sky and cause the intensity steps to change automatically when the north sky illumination on a vertical surface is as follows:

1. Day to Twilight: Shall not occur before the illumination drops to 60 footcandles, but shall occur before it drops to 30 footcandles.
2. Twilight to Night: Shall not occur before the illumination drops to 5 footcandles, but shall occur before it drops to 2 footcandles.
3. Night to Day: The intensity changes listed in 1. and 2. above shall be reversed in transitioning from the night to day modes.

JUL 25 1985 03:30 PM FAX & PHONE  
Call sign: WHSG

Permit No.: BMPCT-890809KE

Paragraph I, FCC Form 715-A (Nov. 1983):

During construction of an antenna structure for which high intensity lighting is required, at least two lights shall be installed at the uppermost part of the structure. In addition, at each level where permanent obstruction lighting will be required, two similar lights shall be installed. Each temporary light shall consist of at least 1,500 candelas (peak effective intensity), synchronized to flash simultaneously at 40 pulses per minute. Temporary lights shall be operated continuously, except for periods of actual construction, until the permanent obstruction lights have been installed and placed in operation. Lights shall be positioned to ensure unobstructed viewing from aircraft at any normal angle of approach. If practical, the permanent obstruction lights may be installed at each level as the structure progresses. NOTE: If battery operated, the batteries should be replaced or recharged at regular intervals to preclude failure during operation.





A G R E E M E N T

This AGREEMENT is made and entered into as of this 10th day of August, 1989, by and between Troy State University (hereinafter "Troy State") and Monroe Television, Inc. (hereinafter "Monroe TV").

WITNESSETH

WHEREAS, Troy State is the holder of a construction permit (FCC File No. BPET-870716KF) issued by the Federal Communications Commission (hereinafter "FCC" or "Commission") to construct and operate a new Television Station, WTSU-TV, on Channel 63 at Montgomery, Alabama (hereinafter "Permit"); and

WHEREAS, Monroe TV is holder of a construction permit (File No. BPCT-8612166L) for a new television station on Channel 63 at Monroe, Georgia; and

WHEREAS, Monroe TV desires to relocate and move its Station's transmitter/antenna site to a new proposed location, generally to the West, however, such a relocation would create shortspacing to WTSU-TV in violation of FCC rules and regulations; and

WHEREAS, Troy State under the terms of this agreement is willing to seek modification of WTSU-TV's construction permit to

relocate WTSU-TV's transmitter/antenna site to a new location which will resolve the shortspacing conflict with Monroe TV's new proposed site; and

WHEREAS, Monroe TV desires that Troy State modify the WTSU-TV site location to resolve the shortspacing conflict with Monroe TV's proposed new site;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties intending to be legally bound, agree as follows:

1. Troy State's Obligations.

1.1. Subject to the other provisions of this Agreement, within thirty (30) days of the date of this Agreement, Troy State will file an application with the FCC to modify its transmitter/antenna site for WTSU-TV from its present location (NL 32°, 20', 06", WL 86°, 17', 16") to a new location which will be at least 280.8 kilometers from the geographical coordinates of Monroe TV's proposed site noted in paragraph 1.1 below.

2. Monroe TV's Obligations.

2.1. Monroe TV desires to relocate its transmitter/antenna site from its current geographical coordinates:

NL 34° 07' 32"

WL 83° 51' 31"

to a new location referred to as the Monroe TV proposed site which has coordinates:

NL 33°, 44', 22"

WL 84°, 00', 14"

2.2. Monroe TV may move to the proposed site coordinates set forth in Section 2.1 or to any other location so long as such new location will not create shortspacing under the FCC's current rules and regulations to any site location chosen under Section 1 herein by Troy State for WTSU-TV. Consistent with the terms of this Agreement, Monroe TV may otherwise seek and obtain such major and minor modifications in its station as it may desire and the FCC may approve.

3. Consideration to Be Paid Troy State.

3.1 On the Closing date within thirty (30) days after the date of finality of the FCC's grant of Monroe's application filed pursuant to 2.1 above, Monroe TV will pay to Troy State the total sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000).

4. Applications To the Commission.

4.1. Monroe agrees to provide to Troy State all documentation needed by Troy State to prepare and file, within thirty (30) days from the date of this Agreement, an application with the Commission requesting the Commission's consent to the modification of Troy State's Permit at a mutually agreeable site.

4.2. Monroe TV agrees to prepare and file, within thirty (30) days from the date of the Agreement, an application with the Commission requesting the Commission's consent to the modification of Monroe TV's permit as referred to in Section 2.1.

4.3. The parties agree that they will cooperate in the diligent submission of any additional information requested by the Commission or otherwise determined to be necessary by the parties with respect to such applications, and that they will take all steps that are reasonably necessary and proper to comply with the rules and policies of the Commission and for the expeditious prosecution of such applications to favorable conclusions.

The parties will also execute such other documents, at the Closing or subsequently, as may be necessary or helpful for the implementation and consummation of this Agreement.

5. Final Approval.

Final approval as used in this Agreement means an action of the Commission approving the site modification which is no longer subject to reconsideration or judicial review under the

provision of the Communications Act of 1934, as amended, and with respect to which no timely filed request for administrative or judicial review or stay is pending and as to which the time for filing any such request, or for the Commission to set aside the action on its own motion, has expired.

6. Troy State Representations and Warranties.

Troy State represents, warrants and agrees as follows:

(a) That this Agreement constitutes the legal, valid and binding obligation of Troy State.

(b) That Troy State has authority to enter into, execute, and carry out all provisions of this Agreement.

7. Monroe TV's Representations and Warranties.

Monroe TV represents, warrants and agrees as follows:

(a) That this Agreement constitutes the legal, valid and binding obligation of Monroe TV.

(b) That Monroe TV has authority to enter into, execute, and carry out all provisions of this Agreement.

8. Cooperation.

Troy State and Monroe TV shall cooperate and take such actions as may be reasonably requested by Troy State or Monroe TV in order to carry out the provisions and purposes of this Agreement, and will not hinder or oppose the performance of the other party hereunder.

9. Closing.

The Closing, as used throughout this Agreement, shall occur on a date no later than thirty (30) days after the date of finality as defined in Section 5. The Closing shall be in Montgomery, Alabama at a time mutually agreed upon by the Parties.

10. Notices.

All notices, requests, demands or other communications with respect to this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class, postage prepaid certified, registered, return receipt requested to the following:

(a) To Troy State:           Dwight Cleveland  
Director, Department of Radio  
and Television  
Troy State University  
Troy, AL 36082

(b) To Monroe TV:           Monroe Television, Inc.  
900 N.W. 8th Avenue  
Gainesville, FL 32601  
ATTN: Harvey Budd

11. Construction.

Except as governed by federal law, this Agreement shall be construed and enforced in accordance with the laws of the State of Alabama without giving effect to the principles of conflicts of laws thereof.

12. No Implied Waiver.

No failure or delay on the part of the Parties hereto to exercise any right, power, or privilege hereunder or any instrument executed pursuant hereto shall operate as a waiver; nor shall any single or any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. All rights and remedies granted herein shall be in addition to other rights and remedies to which other parties may be entitled to all law or in equity.

13. Entire Agreement.

This Agreement sets forth all of the understandings of the parties with respect to the subject matter hereof; it incorporates and merges any and all previous communications, understandings, oral or written; and cannot be amended or changed except in writing.

14. Headings.

The headings of the sections in this Agreement, where employed are for reference purposes only and in no way modify, interpret or construe this Agreement.

IN WITNESS, WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ATTEST

TROY STATE UNIVERSITY

Donald H. Shelbey

By: Ralph W. Adams

~~ATTEST~~ WITNESSES

MONROE TELEVISION, INC.

John R. [Signature]

By: [Signature]



c